

1 BILL NO. S-85-05-52

2 SPECIAL ORDINANCE NO. S- 109-85

3 AN ORDINANCE approving Contract
4 85-XP-2, Dalman-Smith 30" Feeder
5 Main, by the City of Fort Wayne
6 by and through its Board of Public
7 Works and Safety and Douglas N.
8 Higgins, Inc.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract 85-XP-2, Dalman-Smith
12 30" Feeder Main, by the City of Fort Wayne by and through its
13 Board of Public Works and Safety and Douglas N. Higgins, Inc., is
14 hereby ratified, and affirmed and approved in all respects. The
15 work under said Contract requires:

16 11,970+ L.F. of 30" Ductile Iron
17 Water Main, from the intersection
18 of Dalman Road & Baer Field Thruway,
19 West to Smith Road, thence South
20 along Smith Road to Indianapolis
21 Road intersection;

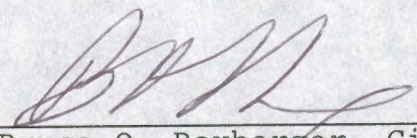
22 the Contract price is Five Hundred Fifty-One Thousand Five Hundred
23 Twelve and No/100 Dollars (\$551,512.00).

24 SECTION 2. Prior Approval was received from Council
25 with respect to this Contract on April 6, 1985. Two (2) copies
26 of the Contract attached hereto are on file with the City Clerk,
27 and are available for public inspection.

28 SECTION 3. That this Ordinance shall be in full force
29 and effect from and after its passage and any and all necessary
30 approval by the Mayor.

31 
32 Councilmember

33 APPROVED AS TO FORM
34 AND LEGALITY

35 
36 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Boatman, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.T.

DATE: 5-28-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Boatman, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	_____	_____	_____	_____
BRADBURY	<u>C</u>	_____	_____	_____	_____
BURNS	<u>X</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GiaQUINTA	<u>✓</u>	_____	_____	_____	_____
HENRY	<u>✓</u>	_____	_____	_____	_____
REDD	<u>✓</u>	_____	_____	_____	_____
SCHMIDT	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 6-11-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. D-109-85 on the 11th day of June, 1985,

ATTEST: (SEAL)
Sandra E. Kennedy Mark E. GiaQuinta
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of June, 1985, at the hour of 4:00 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 18th day of June, 1985, at the hour of 2 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

CONTRACT NO. 85-XP-2

BOARD ORDER NO. 21-85

WORK ORDER NO. 63759

THIS CONTRACT, made and entered into in triplicate, this 15th day of May, 1985, by and between DOUGLAS N. HIGGINS, INC., herein called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor and the BOARD OF PUBLIC WORKS AND SAFETY, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations herein-after named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

11,970+ L.F. of 30" Ductile Iron Water Main, from the intersection of Dalman Road and Baer Field Thruway, West to Smith Road, thence South along Smith Road to Indianapolis Road intersection,

all according to Fort Wayne Water Utility Drawing No. Y-10592, Sheets 1 thru 8, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the Contract, the sum of Five Hundred Fifty-One Thousand Five Hundred and Twelve and 00/100 cents (\$551,512.00). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month based on the contract price of labor and materials incorporated in the work and as estimated by the Contractor and approved or revised by the Water Engineering Department, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor, that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the Contractor; provided, only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons, who have supplied labor, material, or equipment for the work, have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I. C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana, rendered against the City of Fort Wayne, in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now, or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana by 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 85-XP-2.
- b. Instructions to Bidders for Contract No. 85-XP-2.
- c. Contractor's Proposal dated April 3, 1985.
- d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10592, Sheets 1 to 8.
- e. Supplemental Specifications for Contract No. 85-XP-2.
- f. Detailed Specifications and Conditions for the Installation of Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
- h. Workman's Compensation Act (I. C. 22-3-2-1).
- i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- j. Prevailing Wage Scale.
- k. Performance and Guaranty Bond.
- l. Minority/Female Employment Requirements.
- m. Payment Bond.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof, a certificate from an insurer acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies, which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the contract within one hundred and twenty (120) consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner, unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DOUGLAS N. HIGGINS, INC.

By: James H. Sweet
JAMES H. SWEET, VICE PRESIDENT

By: R. Suzanne Hawker
R. SUZANNE HAWKER, CORPORATE SECRETARY

CITY OF FORT WAYNE, INDIANA

By: Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester
DAVID J. KIESTER
DIRECTOR OF PUBLIC WORKS

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

Colette R. Simon
COSETTE R. SIMON
DIRECTOR OF ADMINISTRATION & FINANCE

Lawrence D. Consalvos
LAWRENCE D. CONSALVOS
DIRECTOR OF PUBLIC SAFETY

APPROVED AS TO FORM & LEGALITY:

R. Snuffer

ASSOCIATE CITY ATTORNEY
APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE ON _____ DAY OF _____, 1985.

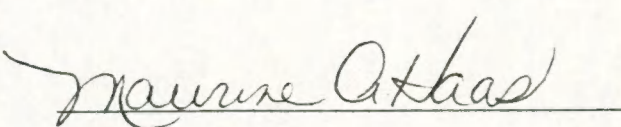
SPECIAL ORDINANCE NO. _____.

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS:
COUNTY OF WASHTENAW)

BEFORE ME, a Notary Public, in and for said County and State, this 8th
day of May, 1985, personally appeared the within
named JAMES H. SWEET and R. SUZANNE HAWKER, who being by me first duly
sworn upon their oaths, say that they are the Vice President and Corporate
Secretary, respectively, of DOUGLAS N. HIGGINS, INC., and as such, duly
authorized to execute the foregoing instrument and acknowledged the same
as the voluntary act and deed of DOUGLAS N. HIGGINS, INC., for the uses
and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



NOTARY PUBLIC

A Resident of

Washtenaw

Maurine A. HAAS

Type of Print Name of Notary

MY COMMISSION EXPIRES:

August 1, 1987

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Douglas N. Higgins, Inc.
(Contractor or Developer) as Principal, and the The American Insurance Company
(Insurance Company), a corporation organized under the laws of the State of
New Jersey (State and Date), and duly authorized to transact
business in the State of Indiana, as Surety, are held firmly bound unto the City
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$ 551,512.00
(value of work) for the payment whereof well and truly to be made, the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by those present. The condition of
the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied
for authority to construct or cause to be constructed, a water main to become
part of the City's water distribution system, which said water main is to be
built and constructed according to plans and specifications prepared by or
approved by City and known as the Contract No. 85-XP-2; and
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifica-
tions, and there shall be filed with the City, within thirty (30) days
after completion, a Completion Affidavit;
2. Said Principal is required to agree to make such adjustments, modifications,
and repairs as required by the City within thirty (30) days after notice;
and,
3. To agree to maintain said water main for a period of one (1) year following
written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration, or addition to the terms of the contract
or to the work to be performed thereunder, or the specifications accompanying
the same, shall in any way affect its obligation on this bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way affect or operate to release or discharge said surety and the provisions and conditions of I.C. (5-16-5-1) of the shall be, operate as, and be a part of the terms of this bond and said contract the same as if spelled out herein verbatim.

NOW THEREFORE, if the principal shall perform all of the terms and conditions required of it by the contract to cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

Douglas N. Higgins, Inc.

(Contractor or Developer)

ATTEST:

R. Suzanne Hawker

corp. secy
(Title)

BY: James H. Sweet
(Name)

Vice - President
(Title)

The American Insurance Company

(Insurance Company) Surety

*BY: [Signature]
Authorized Agent

*If signed by an agent,
power of attorney must be attached

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

JAMES A. SWEET, VICE-PRESIDENT
(name) (title)

and R. SUZANNE HAWKER, CORP. SECRETARY
(name) (title)

of Douglas N. Higgins, Inc. and
(company)

Attorney in Fact, for said The American Insurance Company
as surety, with both of whom I am personally acquainted, and acknowledged that
they subscribed their signatures to the above and foregoing bond, in their
respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 25th day of April,
19 85.

Carla Gerken
(Carla Gerken)
Notary Public

Resident of Allen County, IN.

My Commission Expires:

10-21-86

Return

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Douglas N. Higgins, Inc.

(Name of Contractor)

2770 Carpenter Rd., Ann Arbor, MI 48104

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and The American Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Five Hundred Fifty-one Thousand Five Hundred Twelve and no/100ths Dollars (\$ 551,512.00 .)

(value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 15th day of May, 19 85, for the construction of:

City of Fort Wayne Water Utility
Contract No. 85-XP-2

all according to the Fort Water Utility Engineering Department Drawing No. _____, Sheet(s) _____, and special provisions, and according to the Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Construction Standards and Water Main and Water Service Materials Standards adopted July 7, 1982.

WHEREAS, said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed four
(number)
counterparts, each one of which, shall be deemed an original, this 25th day
of April, 19 85.

Douglas N. Higgins, Inc.
Principal

ATTEST:

R. Suzanne Hawker
(Principal) Secretary
(SEAL)

By James H. Sweet (SEAL)
2770 Carpenter Road
(Address)
Ann Arbor, MI 48104

David M. Swan
Witness as to Principal
2770 Carpenter Rd
(Address)

Ann Arbor, Mich 48104

The American Insurance Company
Surety

By [Signature]
Attorney-in-Fact

ATTEST:

(Surety) Secretary

(SEAL)

Catherine D. Wells
Witness as to Surety

3811 Illinois Road
(Address)

Fort Wayne, In 46804

Insurance & Risk Management
P. O. Box 1705
(Address)
Fort Wayne, IN 46801

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its principal office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint JULIAN M. BOWERS, EDWARD M. BROWN, HARRY A. CRAWFORD, G. PARKER GEE, RONALD J. HARRUFF, FRANKLIN A. JOHNSON, LEONARD B. KOELLER, PAUL A. LOHSE, THOMAS G. McRAE, JAMES E. VAN DYCK, HELEN K. WALTERS, ROLAND E. WEBER, HAROLD E. EVERETT, DUWAN F. TAGTMEYER and JEFFREY C. JOHNSON jointly or severally its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VIII, Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30, Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President,

and its corporate seal to be hereunto affixed this 29th day of December 19 80.



THE AMERICAN INSURANCE COMPANY

By William W. Lauber
Vice-President

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

ss.

On this 29th day of December, 19 80, before me personally came William W. Lauber, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Susie K. Gilbert
Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco, Dated the 25th day of April, 19 85.



R. S. Snyder
Resident Assistant Secretary



CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

04/23/85 slp

PRODUCER

Dobson-McOmber Agency, Inc.
P.O. Box 1348
Ann Arbor, MI 48106

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Continental Insurance Company (IN)COMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

INSURED

Douglas N. Higgins, Inc.
2770 Carpenter Road
Ann Arbor, MI 48104

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	L 1738256	12/10/84	12/10/85	BODILY INJURY	\$ 1,000,	\$ 1,000,
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$ 300,	\$ 300,
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS						
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				BI & PD COMBINED	\$	\$
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
<input checked="" type="checkbox"/> PERSONAL INJURY	PERSONAL INJURY		\$ 1,000,				
A	AUTOMOBILE LIABILITY	LBA 2946485	12/10/84	12/10/85	BODILY INJURY (PER PERSON)	\$ 1,000,	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$ 1,000,	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$ 500,	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY				BI & PD COMBINED	\$	
	A				EXCESS LIABILITY	LX 2633174	
<input checked="" type="checkbox"/> UMBRELLA FORM							
<input type="checkbox"/> OTHER THAN UMBRELLA FORM							
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC 3051236	12/10/84	12/10/85	STATUTORY		
					\$ 100,	(EACH ACCIDENT)	
					\$ 500,	(DISEASE-POLICY LIMIT)	
					\$ 100,	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Industrial Board of Indiana Certificate will be sent direct. It has been requested.

CERTIFICATE HOLDER

The City of Fort Wayne, Water Engineering
Department, Room 710, City-County Bldg.
Attn: Terry L. Atherton, P.E.
One Main Street
Fort Wayne, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

1020 Admin. Appr. _____

TITLE OF ORDINANCE Contract 85-XP-2, Dalman-Smith 30" Feeder Main

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *85-25-521*

SYNOPSIS OF ORDINANCE Contract 85-XP-2, Dalman-Smith 30" Feeder Main, is
for 11,970+ L.F. of 30" Ductile Iron Water Main, from the intersection
of Dalman Road & Baer Field Thruway, West to Smith Road, thence South
along Smith Road to Indianapolis Road intersection.

PRIOR APPROVAL RECEIVED ON APRIL 6, 1985

Douglas N. Higgins, Inc., is the Contractor.

EFFECT OF PASSAGE Feeder Main to Serve GM

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$551,512.00

ASSIGNED TO COMMITTEE

BILL NO. S-85-05-52

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) XXXXXXX approving Contract
85-XP-2, Dalman-Smith 30" Feeder Main, by the City of Fort Wayne
by and through its Board of Public Works and Safety and Douglas N.
Higgins, Inc.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~) XXXXXXXXXX

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 6-11-85

SANDRA E. KENNEDY
CITY CLERK